

INVITATION TO BID		LSU	BID DUE DATE AND TIME	
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE			02/21/2013	11:00 AM CT
SOLICITATION 000011841 VENDOR # _____ VENDOR NAME AND ADDRESS <div style="border: 1px solid black; height: 100px; width: 100%;"></div>			RETURN BID TO LSU LOUISIANA STATE UNIV. PURCHASING OFFICE 213 THOMAS BOYD HALL Baton Rouge LA 70803 BUYER Claire Halker BUYER PHONE (225)578-2097 ISSUE DATE 01/29/2013	

TITLE: SUBSCRIPTION, ONLINE TRAINING

To Be Completed By Bidder

1. _____ "No Bid" (sign and return this page only).
2. _____ My Company does not wish to receive future solicitations for this commodity code.
3. Specify your Delivery: To be made within _____ days after receipt of order.
4. Specify your Payment Terms: _____
 Prompt payment cash discounts for less than 30 days and less than 1% will be accepted, but will not be considered in determining awards. On indefinite quantity term contracts, cash discounts will be accepted and taken, but will not be considered in determining awards.
5. Specify your Bid Reference Number: _____
 (This number will appear on any resulting order or contract.)

General Instructions to Bidders

1. Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by the issuing LSU Campus/Department at the "Return Bid To" address stated above, until the specified due date and time.
2. Bids must be signed by a person authorized to bind the vendor. In accordance with Louisiana R.S. 39:1594, the person signing the bid must be: (1) a current corporate officer, partnership member, or other individual specifically authorized to submit a bid as evidenced in the appropriate records filed with the Louisiana Secretary of State; or (2) an individual authorized to bind the vendor as evidenced by a corporate resolution, certificate or affidavit; or (3) other documents indicating authority which are acceptable to the public entity.
3. Read the entire solicitation, including all terms, conditions and specifications.
4. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices are to be initialed by the bidder.
5. Bid prices shall include all delivery charges paid by the vendor, F.O.B. LSU Destination, unless otherwise provided in the solicitation. Any invoiced delivery charges not quoted and itemized on the LSU purchase order are subject to rejection and non-payment.
6. Payment is to be made within 30 days after receipt of properly executed invoice, or delivery and acceptance, whichever is later. Delinquent payment penalties are governed by L.R.S. 39:1695.
7. By signing this solicitation, the bidder certifies compliance with all general instructions to bidders, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud.

BIDDER (Name of Firm)	MAILING ADDRESS
AUTHORIZED SIGNATURE	CITY, STATE ZIP
PRINTED NAME	PHONE #
TITLE	FAX #
E-MAIL	FEDERAL TAX ID #

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These standard terms and conditions shall apply to all LSU solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of conflict between the General Instructions to Bidders or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

Bids submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to: the Louisiana Procurement Code (R.S. 39:1551-1736); Purchasing Rules and Regulations (Title 34 of the Louisiana Administrative Code); Executive Orders; and the terms, conditions, and specifications stated in this solicitation.

1. Bid Delivery and Receipt

To be considered, sealed bids must be received and time-stamped at the "Return Bid To" address no later than the due date and time specified herein. Sealed bids cannot be accepted by telegraph, fax, or e-mail. Price alterations and addenda to bids may be submitted by telegraph or fax, and will be considered provided bidder's sealed bid, price alterations and addenda have been received in the purchasing office prior to bid opening time. Late bids cannot be accepted per L.A.C. 34:I.517, and shall be returned unopened.

2. Bid Forms

Bids are to be submitted on and in accordance with the LSU solicitation forms provided, and must be signed by an authorized agent of the vendor. Bids submitted on other forms or in other price formats may be considered informal and may be rejected in part or in its entirety. Bids submitted in pencil and/or bids containing no original signature indicating the bidder's intent to be bound will not be accepted.

3. Interpretation of Solicitation/Bidder Inquiries

If bidder is in doubt as to the meaning of any part or requirement of this solicitation, bidder may submit a written request for interpretation to the Buyer-of-Record at the address and/or fax number shown above. Written inquiries must be received in the Purchasing Office no later than five (5) calendar days prior to the opening of bids, and shall be clearly cross-referenced to the relevant solicitation/specification in question.

No decisions or actions shall be executed by any bidder as a result of oral discussions with any LSU employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the Purchasing Office, and mailed or delivered to all bidders known to have received the solicitation. LSU shall not be responsible for any other interpretations or assumptions made by bidder.

4. Bid Opening

Bidders may attend the public bid opening of sealed bids and proposals. No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process. Written bid tabulations will not be furnished. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Office during normal working hours.

5. Special Accommodations

Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the public bid opening, must notify the Purchasing Office in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.

6. Standards of Quality

Any product or service bid shall conform to all applicable federal, state and local laws and regulations, and the specifications contained in the solicitation. Any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation.

7. New Products/Warranty/Patents

All products bid for purchase must be new, never previously used, of the manufacturer's current model and/or packaging, and of best quality as measured by acceptable trade standards. No remanufactured, demonstrator, used or irregular products will be considered for purchase unless otherwise specified.

The manufacturer's standard published warranty and provisions shall apply, unless more stringent warranties are otherwise required by LSU and specified in the solicitation. In such cases, the bidder and/or manufacturer shall honor the specified warranty requirements, and bid prices shall include any premium costs of such coverage.

Bidder guarantees that the products proposed and furnished will not infringe upon any valid patent or trademark; and shall, at its own expense, defend any and all actions or suits charging such infringement, and shall save LSU harmless.

8. Descriptive Information

Bidders proposing an equivalent brand or model are to submit with the bid descriptive information (such as literature, technical data, illustrations, etc) sufficient for LSU to evaluate quality, suitability, and compliance with the specifications. Failure to

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submit descriptive information may cause bid to be rejected. Any changes made by bidder to a manufacturer's published specifications shall be verifiable by the manufacturer. If items bid do not fully comply with specifications, bidder must state in what respect items deviate. Bidder's failure to note exceptions in its bid will not relieve the bidder from supplying the actual products requested.

9. Bids/Prices/F.O.B. Point

- The bid price for each item is to be quoted on a "net" basis and F.O.B. LSU Destination, i.e. title passing upon receipt and inclusive of all delivery charges, any item discounts, etc.
- Bids other than F.O.B. LSU Destination may be rejected.
- Bids indicating estimated freight charges may be rejected.
- Bids requiring deposits, payment in advance, or C.O.D. terms may be rejected.
- Bidders who do not quote "net" item prices and who separately quote an overall "lump sum" freight cost or discount for all items shall be considered as submitting an "all-or-none" bid for evaluation and award purposes; and risk rejection if award is made on an item basis.
- Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified. Bids conditioned with shorter acceptance periods may be rejected.
- Prices are to be quoted in the unit/package specified (e.g. each, 12/box, etc), or may be rejected.
- In the event of extension errors, the unit price bid shall prevail.

10. Taxes

Vendor is responsible for including all applicable taxes in the bid price. LSU is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.

11. Terms and Conditions

This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in its bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana.

12. Vendor Forms/LSU Signature Authority

The terms and conditions of the LSU solicitation and purchase order/contract shall solely govern the purchase agreement, and shall not be amended by any vendor contract, form, etc.

The University's chief procurement officer, or authorized designee, is delegated sole authority to execute/sign any vendor contracts, forms, etc, on behalf of LSU. Departments are expressly prohibited from signing any vendor forms.

Any such vendor contracts/forms bearing unauthorized signatures shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom. Vendors who present any such forms to department users for signature without regard to this strict LSU policy may face contract cancellation, suspension, and/or debarment.

13. Awards

Award will be made to the lowest responsible and responsive bidder. LSU reserves the right: (1) to award items separately, grouped, or on an all-or-none basis, as deemed in its best interest; (2) to reject any or all bids and/or items; and (3) to waive any informalities.

All solicitation specifications, terms and conditions shall be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

14. Acceptance of Bid

Only the issuance of an official LSU purchase order/contract, a Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University's acceptance of a bid. LSU shall not be responsible in any way to a vendor for goods delivered or services rendered without an official purchase order/contract.

15. Applicable Law

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

16. Awarded Products/Unauthorized Substitutions

Only those awarded brands and numbers stated in the LSU contract are approved for delivery, acceptance, and payment purposes. Any substitutions require prior approval of the Purchasing Office. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at vendor's expense, and non-payment.

17. Testing/Rejected Goods

Vendor warrants that the products furnished will be in full conformity with the specification, drawing or sample, and agrees that this warranty shall survive delivery, acceptance, and use. Any defect in any product may cause its rejection. LSU reserves the right to test products for conformance to specifications both prior to and after any award. Vendor shall bear the cost of testing

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if product is found to be non-compliant. All rejected goods will be held at vendor's risk and expense, and subject to vendor's prompt disposition. Unless otherwise arranged, rejected goods will be returned to the vendor freight collect.

18. Delivery

Vendor is responsible for making timely delivery in accordance with its quoted delivery terms. Vendor shall promptly notify the LSU Department and/or Purchasing Office of any unforeseen delays beyond its control. In such cases, LSU reserves the right to cancel the order and to make alternative arrangements to meet its needs.

19. Default of Vendor

Failure to deliver within the time specified in the bid/award will constitute a default and may be cause for contract cancellation. Where the University has determined the vendor to be in default, LSU reserves the right to purchase any or all goods or services covered by the contract on the open market and to surcharge the vendor with costs in excess of the contract price. Until such assessed surcharges have been paid, no subsequent bids from the defaulting vendor will be considered for award.

20. Vendor Invoices

Invoices shall reference the LSU purchase/release order number, vendor's packing list/delivery ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order, show the amount of any prompt payment discount, and submitted on the vendor's own invoice form. Invoices submitted by the vendor's supplier are not acceptable.

21. Delinquent Payment Penalties

Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695. Vendor penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom.

22. Assignment of Contract/Contract Proceeds

Vendor shall not assign, sublet or transfer its contractual responsibilities, or payment proceeds thereof, to another party without the prior written consent and approval of the Purchasing Office. Unauthorized assignments of contract or assignments of contract proceeds shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom.

23. Contract Cancellation

LSU has the right to cancel any contract for cause, in accordance with purchasing rules and regulations, including but not limited to: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.

LSU has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the vendor. In such cases, the vendor shall be entitled to payment for compliant deliverables in progress.

24. Prohibited Contractual Arrangements

Per Louisiana R.S. 42:1113.A, no public servant, or member of such a public servant's immediate family, or legal entity in which he has a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions, and provisions.

25. Equal Employment Opportunity Compliance

By submitting and signing this bid, vendor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; federal Executive Order 11246; federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. Vendor agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Any act of discrimination committed by vendor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

26. Mutual Indemnification

Each party hereto agrees to indemnify, defend, and hold the other, its officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

27. Certification of No Suspension or Debarment

By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at www.epls.gov.

PRICE SHEET**INVITATION TO BID**

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ITEM No.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
0001	<p>UNLESS SPECIFIED ELSEWHERE, SHIP ALL ITEMS TO: LSU INFORMATION TECHNOLOGY SV STUDENT COMPUTER LABS 200 FREY COMP. SERV. CTR. Baton Rouge, LA 70803</p> <p>ALL-OR-NONE AWARD: It is the intent of the University to award all items on an all-or-none basis to the overall lowest responsive and responsible bidder.</p> <p>Commodity Code: 208-00 SUBSCRIPTION, 5000 USERS SOFTWARE LICENSES ACCESS AND/OR SUBSCRIPTION FOR LSU STAFF, FACULTY, AND STUDENTS, PER ATTACHED SPECIFICATIONS. To Be Mfg/Brand: LYNDA.COM , or equal. To Be Model/Number: ONLINE TRAINING, or equal. Specify Manufacturer / Brand Bid: _____ Specify Model / Number Bid: _____</p>	1.00	EA	\$ _____	\$ _____

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- 01 Sealed Bid Delivery Instructions and Advisory: To assure consideration, your bid must be submitted in a sealed envelope or package and should be clearly and prominently marked with the solicitation number and bid due date, or may be submitted using the special bid return label if one was furnished for that purpose. Bidders are advised that the U.S. Postal Service does not make deliveries to our physical location. USPS mail is delivered to the University's mail center and is redelivered using internal resources. Bidders may deliver bids by hand or by a courier service to our physical location at the "Return Bid To" address specified. The University shall not be responsible for any delays caused by the Bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid, and failure to meet the bid due date and time shall result in rejection of the bid. Your attention is also directed to Standard Terms & Conditions No. 1 - Bid Delivery and Receipt.
- 02 U.S. PRODUCT PREFERENCE: IN ACCORDANCE WITH RS 39:1595.7, IN THE EVENT A CONTRACT IS NOT ENTERED INTO FOR LA PRODUCTS PURCHASED UNDER THE PROVISIONS OF RS 39:1595, ANY PERSON WHO PURCHASES MATERIALS, SUPPLIES, PRODUCTS, PROVISIONS, OR EQUIPMENT UNDER THE PROVISIONS OF THIS CHAPTER MAY PURCHASE SUCH ITEMS WHICH ARE MANUFACTURED (MADE) IN THE U.S., & EQUAL IN QUALITY TO NON-U.S. ITEMS PROVIDED THAT ALL OF THE FOLLOWING CONDITIONS ARE MET: 1. COST OF SUCH ITEMS DOES NOT EXCEED COST OF OTHER ITEMS WHICH ARE MADE OUTSIDE THE U.S. BY MORE THAN 5%. 2. THE VENDOR OF SUCH ITEMS AGREES TO SELL THE ITEMS AT THE SAME PRICE AS THE LOWEST BID OFFERED ON SUCH ITEMS. 3. IN CASES WHERE MORE THAN ONE BIDDER OFFERS ITEMS MADE IN THE U.S. WHICH ARE WITHIN 5% OF THE LOWEST BID, THE BIDDER OFFERING THE LOWEST BID ON SUCH ITEMS IS ENTITLED TO ACCEPT THE PRICE OF THE LOWEST BID MADE ON SUCH ITEMS. 4. THE VENDOR CERTIFIES THAT SUCH ITEMS ARE MADE IN THE U.S. FOR THE PURPOSES OF THIS PREFERENCE, (1) "MANUFACTURED &/OR MADE IN THE U.S." MEANS PRODUCED BY A PROCESS IN WHICH THE MANUFACTURING, FINAL ASSEMBLY, PROCESSING, PACKAGING, TESTING, & ANY OTHER PROCESS THAT ADDS VALUE, QUALITY, OR RELIABILITY TO ASSEMBLED ARTICLES, MATERIALS, OR SUPPLIES, OCCUR IN THE U.S. (2) "U.S." MEANS THE U.S. & ANY PLACE SUBJECT TO THE JURISDICTION OF THE U.S. DO YOU CLAIM THIS PREFERENCE? ____ YES. SPECIFY LINE NUMBER(S): _____. SPECIFY U.S. LOCATION WHERE THIS PRODUCT IS MADE: _____.
- 03 A preference, if applicable, may be allowed for products produced, manufactured, assembled, grown or harvested in Louisiana. Do you claim this preference? Yes ____ No _____. Note: Preferences shall not apply to service contracts. Is your Louisiana business workforce composed of a minimum of fifty percent Louisiana residents? Yes ____ No _____. Specify Item Number and location within Louisiana where the product is/was produced, manufactured, assembled, grown or harvested: _____ Note: This preference is not applicable for services.
- 04 Bid prices are to be quoted FOB LSU/DESTINATION and inclusive of any and all applicable shipping and handling charges.

DESCRIPTION OF SERVICES REQUIRED

General Requirements

LSU Information Technology Services invites bids for a software license or subscription that provides online video-based training courses based on a wide variety of software and design topics and which will be distributed to the LSU campus. Ownership of that license/subscription will belong to LSU Information Technology Services. The software license/subscription will need to be in place and ready for use by March 1, 2013.

The successful bidder must be able to implement the software solution/license within five (5) working days of the award of this bid.

The successful bidder will host the online library on their servers.

The successful bidder must be able to work with LSU Information Technology Services to ensure authentication of users of this software for Louisiana State University as well as a secure environment with 24x7 availability through a web browser. It will be available to all students and employees of Louisiana State University (approximately 30,000 subscribers).

There will be no limit as to the number of concurrent users using the system.

The term of this contract shall begin from the date of the installation/implementation of services and shall be good for a one-year period.

The successful bidder must be able to ensure periodic updates and upgrades to the online library within the one-year period from date of purchase order.

Mandatory Specifications and Features

1. The library of training courses must be available online 24x7 and include an online training library of software training content based on a wide variety of software and design topics with a very high concentration of courses designed for using the Adobe software and courses targeted toward creation of audio, video, 3-d graphics, web and print publications, animation, photography, as well as web design, and development.
2. The authentication method should be based on the Shibboleth model, the purpose of which will be to provide single sign on for users.
3. The course library should be updated weekly with current software enhancements, updated releases, and new software titles.

4. All courses should be video-based. Authors of the courses should be the top tier of the industry.
5. The number of courses may vary, but LSU requires the library to contain a minimum of 800 training courses which cover software from Adobe, Apple, Autodesk, Corel, Google, and Microsoft, as well as open source software, such as Moodle. All training content should be searchable, and have text transcripts.
6. There should be a sample of free video courses that can be used to advertise the course library to the university.
7. The library of courses must include exercise files that are available for guided practice.
8. The library should include the capability to offer closed captioning for at least 25% of the courses. Accessibility should be a focus, with a goal of achieving 100% of courses being closed captioned.
9. The library should provide monthly and daily reporting capabilities as to the total number of videos viewed and the number of user accounts. As well, reporting by individual user (courses viewed, dates and times of use) and tracking where a student left off in a course is essential. Certificates of completion of a course should also be provided.
10. The site must be navigable by subject or software title.
11. The site must offer mobile access via iOS, Android smartphones, tablets, and any other current mobile platform.
12. The successful bidder must be able to provide training recommendations to our subscribers.